

COPY

COPY
ORIGINAL FILED

SEP 09 2010

Sherry W. Parker, Clerk, Clark Co.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

STATE OF WASHINGTON,

NO. 09-2-04751-4

Plaintiff

ASSURANCE OF
DISCONTINUANCE

v.

JOEL R. MCDONALD, individually and
his marital community, d/b/a Northwest
Creative Services, Northwest Creative
Services LLC, DesignerBizCards.com,
DesignerBizSites.com, BlueOrbPhoto.com,
pdqBranding.com, pdqNAMES.com,
ProPrintAmerica.com, and Celts and Clans
Irish Imports,

Defendant.

The State of Washington, by and through its attorneys, Robert M. McKenna, Attorney General and Mary C. Lobdell, Assistant Attorney General, files this Assurance of Discontinuance pursuant to RCW 19.86.100.

I. PARTIES

1.1. The Plaintiff is the State of Washington and the Attorney General initiated an investigation into the business practices of Joel R. McDonald doing business as Northwest Creative Services, Northwest Creative Services LLC, DesignerBizCards.com,

1 to as “goods”) through his website-<http://www.nwcreativeservices.com/>-to consumers located
2 throughout Washington and the United States. The Defendant’s primary place of business is in
3 the state of Washington.

4 **2.4.** The Attorney General deems and the Defendant acknowledges the following to
5 constitute unfair or deceptive acts or practices, and unfair methods of competition, in violation of
6 the Unfair Business Practices—Consumer Protection Act, Chapter 19.86 RCW:
7

8 **(a)** Making any misleading or deceptive oral or written statements to induce
9 consumers to purchase or pay for goods;

10 **(b)** Failing to deliver the goods after payment is received from a consumer;

11 **(c)** Failing to refund monies within a reasonable period of time upon request
12 by the consumer;

13 **(d)** Misrepresenting to consumers the time frame for issuing refunds for
14 cancelled orders; and

15 **(e)** Misrepresenting to consumers the time frame for delivery of goods.
16

17 **III. ASSURANCE OF DISCONTINUANCE**

18 **3.1.** Defendant or successor agrees to discontinue and/or not engage in the unfair or
19 deceptive acts or practices described in section 2.4. Defendant agrees not to associate with, hire,
20 or engage others to do so on his behalf.
21

22 **IV. RESTITUTION**

23 **4.1.** The Defendant shall make refunds and/or adjustments within 180 days of entry of
24 this Assurance of Discontinuance to consumers listed on the Consumer Restitution list marked
25
26

1 "Exhibit B" that filed complaints with the Attorney General's Office and the Better Business
2 Bureau.

3 **4.2.** The Defendant shall provide a full accounting report to the Attorney General
4 within 180 days of entry of this Assurance of Discontinuance of all refunds and/or adjustments
5 made to consumers listed on the restitution list marked "Exhibit B" and shall provide a copy of
6 supporting documentation including cancelled checks and/or delivery notices.
7

8 **4.3.** The Defendant shall make refunds and/or adjustments (to the extent it has not
9 already done so) in good faith to those consumers who have filed complaints or who file
10 complaints or requests for refunds with Defendant or with the Attorney General's Office, and
11 the Better Business Bureau within one year following entry of this Assurance of
12 Discontinuance in which the consumer articulates and establishes *bona fide* injury regarding
13 any of the practices identified in this Assurance of Discontinuance.
14

15 **V. RECORDKEEPING**

16 **5.1.** Defendant acknowledges that representatives of the Office of the Attorney
17 General shall be permitted, under the Consumer Protection Act, to access, inspect and/or copy,
18 all business records or documents under control of Defendant and depose any officer, director,
19 agent, or employee of Defendant, in order to monitor compliance with this Assurance of
20 Discontinuance, provided that the inspection and copying shall be done in such a way as to
21 avoid disruption of Defendant's business activities, and all shall be subject to a ten (10) day
22 notice.
23
24
25
26

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6

2
3
4
5
6
7
8
9
0
1
2
3
4

5
6
7

18
19
20
21
22

23
24
25
26

1 fees incurred by the Plaintiff since the inception of its investigation. The Amended Judgment
2 shall also reflect any unpaid restitution for any claims filed with the Office of the Attorney
3 General and any other remedies as allowed by law. Plaintiff shall credit Defendant with any
4 amounts paid under this Assurance of Discontinuance.

5 6 **VII. ADDITIONAL PROVISIONS**

7 **7.1.** This Assurance of Discontinuance shall not be considered an admission of
8 violation of the Consumer Protection Act for any purposes, but failure to comply with this
9 Assurance of Discontinuance shall be *prima facie* evidence of violations of RCW 19.86.020,
10 thereby placing upon the Defendant, Joel R. McDonald, individually and on behalf of his marital
11 community, d/b/a Northwest Creative Services, Northwest Creative Services LLC,
12 DesignerBizCards.com, DesignerBizSites.com, BlueOrbPhoto.com, pdgBranding.com,
13 pdqNAMES.com, ProPrintAmerica.com, and Celts and Clans Irish Imports, and its officers,
14 directors, and principals, the burden of defending against imposition by the Court of damages,
15 injunctions, restitution, and civil penalties of up to \$2,000 per violation and costs, including
16 reasonable attorney's fees, including the costs and attorney's fees incurred by the Attorney
17 General in the foregoing investigation and in preparing this Assurance of Discontinuance.

18
19 **7.2.** Under no circumstances shall this Assurance of Discontinuance or the name of
20 the State of Washington or the Office of the Attorney General or any of its employees or
21 representatives be used by the Defendant or by its officers, employees, representatives, or
22 agents in conjunction with any business activity of the Defendant.

23
24 **7.3.** Jurisdiction is retained for the purpose of enabling Plaintiff to apply to the Court
25 at any time to enforce compliance, to modify the terms of this Assurance of Discontinuance or
26

1 to request that a judgment be entered into the judgment docket upon notice to the Defendant at
2 their last available address and upon an offer of proof that the Defendant has violated any
3 provision in this Assurance of Discontinuance.

4 7.4. Nothing in this Assurance of Discontinuance shall be construed so as to limit or
5 bar any other governmental entity or any consumer from pursuing any legal remedies against the
6 Defendant.
7

8 APPROVED IN OPEN COURT THIS _____ day of _____, 2010.
9

10
11 JUDGE/COURT COMMISSIONER
12

13 Approved for Entry and Presented By:

Agreed to, Approved For Entry, and Notice of
Presentation Waived:

14
15 ROBERT M. MCKENNA
16 Attorney General

Joel R. McDonald, d/b/a
Northwest Creative Services, Northwest
Creative Services LLC,
DesignerBizCards.com,
DesignerBizSites.com,
BlueOrbPhoto.com, pdgBranding.com,
pdqNAMES.com, ProPrintAmerica.com,
and Celts and Clans Irish Imports

17
18
19
20
21
22 MARY C. LOBDELL
23 WSBA #17930
24 Assistant Attorney General
25 Attorneys for Plaintiff
26 State of Washington

DATED

21
22
23
24
25
26 JOEL R. MCDONALD
Defendant

DATED

EXHIBIT A

COPY

COPY
ORIGINAL FILED

OCT 20 2009

Sherry W. Parker, Clerk, Clark Co.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

STATE OF WASHINGTON,

Plaintiff,

v.

JOEL R. MCDONALD, individually and his
marital community, d/b/a Northwest Creative
Services, Northwest Creative Services LLC,
DesignerBizCards.com,
DesignerBizSites.com, BlueOrbPhoto.com,
pdqBranding.com, pdqNAMES.com,
ProPrintAmerica.com, and Celts and Clans
Irish Imports,

Defendant.

NO. 09 2 04751 4

SUMMONS

TO: Defendant, JOEL R. MCDONALD.

A lawsuit has been started against you in the above-entitled court by the STATE OF WASHINGTON, Plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the undersigned attorney for Plaintiff within twenty (20) days after the service of this Summons; or if served outside the State of Washington, within sixty (60) days after service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one

1 where plaintiff is entitled to what he asks for because you have not responded. If you serve a
2 notice of appearance on the undersigned person, you are entitled to notice before a default
3 judgment may be entered.


4 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
5 demand must be in writing and must be served upon the person signing this summons. Within
6 fourteen (14) days after you serve the demand, the plaintiff must file this lawsuit with the court,
7 or the service on you of this Summons and Complaint will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
9 that your written response, if any, may be served on time.

10 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State
11 of Washington.

12
13 DATED this 17th day of July, 2009.

14 ROBERT M. MCKENNA
15 Attorney General

16
17 
18 MARY C. LOBDELL, WSBA 17930
19 Assistant Attorney General
20 1019 Pacific Avenue

21 P.O. Box 2317
22 Tacoma, Washington 98401-2317
23 (253) 593-2256
24 Attorneys for Plaintiff
25 State of Washington
26

COPY

COPY
ORIGINAL FILED

OCT 20 2009

Sherry W. Parker, Clerk, Clark Co.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

STATE OF WASHINGTON,

Plaintiff,

v.

JOEL R. MCDONALD, individually and his
marital community, d/b/a Northwest Creative
Services, Northwest Creative Services LLC,
DesignerBizCards.com, DesignerBizSites.com,
BlueOrbPhoto.com, pdqBranding.com,
pdqNAMES.com, ProPrintAmerica.com, and
Celts and Clans Irish Imports,

Defendant.

NO. 09 2 04751 4

COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF UNDER THE
CONSUMER PROTECTION ACT

COMES NOW, the Plaintiff, State of Washington by and through its attorneys Robert M. McKenna, Attorney General; and Mary C. Lobdell, Assistant Attorney General; and brings this action against the Defendant named herein. The State alleges the following on information and belief:

I. JURISDICTION AND VENUE

1.1 This Complaint is filed and these proceedings are instituted under the provisions of the Unfair Business Practices – Consumer Protection Act, chapter 19.86 RCW.

1.2 The violations alleged in this Complaint have been committed in whole or in part in Clark County in the state of Washington by the Defendant named herein.

1 1.3 The Attorney General is authorized to commence this action under RCW
2 19.86.080 and RCW 19.86.140.

3 II. DEFENDANTS

4 2.1 Defendant Joel R. McDonald is a sole proprietor in the state of Washington doing
5 business as Northwest Creative Services, Northwest Creative Services LLC,
6 DesignerBizCards.com, DesignerBizSites.com, BlueOrbPhoto.com, pdqBranding.com,
7 pdqNAMES.com, ProPrintAmerica.com, and Celts and Clans Irish Imports. He resides at 2400
8 NE 124th Avenue, Vancouver, WA 98684. Defendant sells marketing, printing, and
9 communications services and products through the website www.nwcreativeservices.com.
10 Defendant, Joel R. McDonald, on information and belief is married to Bonnie M. McDonald and
11 together they constitute a marital community. All acts performed by defendant Joel R.
12 McDonald as alleged in this Complaint were done for the benefit of his marital community.

13 2.3 For purposes of this Complaint, the term "Defendant" shall include Joel R.
14 McDonald, as well as all names by which he is known or doing business, including Northwest
15 Creative Services, Northwest Creative Services LLC, DesignerBizCards.com,
16 DesignerBizSites.com, BlueOrbPhoto.com, pdqBranding.com, pdqNAMES.com,
17 ProPrintAmerica.com, Celts and Clans Irish Imports, or any other name, and shall include the acts
18 and practices of his members, principals, owners, directors, employees and agents.

19 III. NATURE OF TRADE OR COMMERCE

20 3.1 The Defendant now and at all times relevant to this action offered to provide
21 marketing, printing, and communications products and services (hereinafter collectively referred
22 to as "goods") to consumers located throughout Washington and the United States through his
23 website, www.nwcreativeservices.com.

24 3.2 In the ordinary course of business, Defendant utilized oral and written
25 representations to induce consumers to pay for goods.

26 3.3 In a standard transaction, Defendant advertises his services on the internet through
the website www.nwcreativeservices.com, and takes orders over the phone and through email.

1 Defendant requests a deposit or payment in full in advance of delivery and cashes checks, debits
2 accounts, or credits accounts provided by consumers. If the goods are not to specifications, or
3 are not delivered, the consumer requests a refund.

4 3.4 Defendant was at all times material to this action in competition with others
5 engaged in similar business activities within the state of Washington.

6 **IV. FIRST CAUSE OF ACTION – FAILURE TO DELIVER**

7 4.1 Plaintiff realleges paragraphs 1.1 through 3.4 and incorporates them herein as if
8 set forth in full.

9 4.2 Since July 2007, and upon information, at other times, Defendant accepted from
10 consumers amounts varying between one hundred dollars (\$100) and nine hundred dollars (\$940)
11 for design and printing of business cards, brochures, bookmarks, business flyers, and rack cards,
12 as well as design of web sites. Defendant accepted payment by check, debit or credit card
13 charge.

14 4.3 Although delivery was promised, Defendant failed to deliver the requested goods
15 after accepting payment.

16 4.4 Defendant accepted payment and failed to deliver goods to at least seven (7)
17 consumers within Washington State.

18 4.5 The conduct described above constitutes an unfair or deceptive act or practice in
19 violation of RCW 19.86.020.

20 **V. SECOND CAUSE OF ACTION – FAILURE TO REFUND**

21 5.1 Plaintiff realleges paragraphs 1.1 through 3.4 and incorporates them herein as if
22 set forth in full.

23 5.2 Defendant represented that refunds were available within thirty to ninety (30-90)
24 days of cancelling an order.

25 5.3 Consumers who ordered goods, but did not receive them, cancelled their orders
26 and requested refunds.

5.4 Defendant failed to refund monies to consumers who were promised refunds.

1 5.5 Defendant failed to refund monies to consumers who never received their ordered
2 goods.

3 5.6 The conduct described above constitutes unfair and deceptive acts or practices in
4 trade or commerce, and unfair methods of competition in violation of RCW 19.86.020.

5 **VI. THIRD CAUSE OF ACTION - MISREPRESENTATION**

6 6.1 Plaintiff realleges paragraphs 1.1 through 3.4 and incorporates them herein as if
7 set forth in full.

8 6.2 Defendant misrepresented the time frame for delivery of goods and misrepresented
9 the time frame for issuing refunds.

10 6.3 Defendant, to induce consumers to do business with him, represented that goods
11 could be delivered within an estimated time frame; i.e. five (5) to ten (10) business days.

12 6.4 Defendant failed to provide goods within the estimated time frame, or within an
13 amount of time reasonably related to the estimate. Some consumers had not received goods more
14 than nine (9) months after placing an order.

15 6.5 When consumers complained about delayed delivery, Defendant told them that he
16 was not bound to provide delivery within the estimated time frame.

17 6.6 Defendant represented, through the terms and conditions section of his website, that
18 refunds were available within thirty to ninety (30-90) days of cancellation. When consumers
19 cancelled their orders, Defendant repeated this representation. Contrary to this representation,
20 Defendant regularly failed to refund monies within thirty to ninety (30-90) days.

21 6.7 The conduct described above constitutes unfair or deceptive acts or practices in trade
22 or commerce, and unfair methods of competition in violation of RCW 19.86.020.

23 **VII. PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff, State of Washington, prays for relief as follows:

25 7.1 That the Court adjudge and decree that Defendant has engaged in the conduct
26 complained of herein.

**COPY
ORIGINAL FILED**

OCT 20 2009

Sherry W. Parker, Clerk, Clark Co.

COPY

**IN THE
SUPERIOR COURT, IN AND FOR THE COUNTY OF CLARK, STATE OF WASHINGTON**

STATE OF WASHINGTON

Plaintiff/Petitioner

**VS.
JOEL R. McDONALD, INDIVIDUALLY AND
HIS PARTIAL COMMUNITY D/B/A NORTHWEST
CREATIVE SERVICES, NORTHWEST CREATIVE
SERVICES, LLC, DESIGNERBIZCARDS.COM,
DESIGNERBIZSITES.COM, BLUEORBPHOTO.COM,
PDQBRANDING.COM, PDQNAMES.COM,
PROPRINTAMERICA.COM AND CELTS AND
CLANS IRISH IMPORTS**

Defendant/Respondent

Hearing Date:

CAUSE NO:

**DECLARATION OF SERVICE OF:
SUMMONS & COMPLAINT FOR INJUNCTIVE AND
ORTHER RELIEF UNDER THE CONSUMER PROTECTION
ACT; LETTER**

09 2 04751 4

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

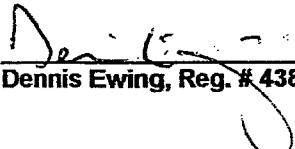
On the 22nd day of July, 2009, at 5:30 PM, at the address of 2400 NE 124TH Avenue, VANCOUVER, Clark County, WA 98684; this declarant served the above described documents upon JOEL R MCDONALD, D/B/A NORTHWEST CREATIVE SERVICES, NORTHWEST CREATIVE SERVICES LLC, DESIGNERBIZCARDS.COM, DESIGNER BIZSITES.COM, BLUEORBPHOTO.COM,PDQBRANDING.COM,PDQNAMES.COM, PROPRINTAMERICA.COM AND CELTS AND CLANS IRISH IMPORTS, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with JOEL R MCDONALD, NAMED DEFENDANT, A white male approx. 45-55 years of age 5'8"-5'10" in height weighing 180-200 lbs with gray hair.

No Information was provided or discovered that indicates that the subjects served are members of the U.S. military.

Declarant hereby states under penalty of perjury under the laws of the State of Washington that the statement above is true and correct.

Service Fee Total: \$

DATED this 23rd day of July, 2009.


Dennis Ewing, Reg. # 4382407, CLARK, WA



FOR: Attorney General - Fair Prac. (Tac) ORIGINAL PROOF OF
REF: 10430134 SERVICE

Tracking #: 5943012 SEA



EXHIBIT B

NORTHWEST CREATIVE SERVICES CONSUMER RESTITUTION LIST EXHIBIT B			
CONSUMER NAME	REFUND AMOUNT	PRODUCT	SUPPORTING DOCUMENT i.e. Cancelled Checks and/or Delivery Notice
Ronald Ridnour	\$820	CD of Artwork	Provide cancelled check(s) and delivery notice
Kelly Hoepfner	\$0	Deliver remaining order: (2) sets of 1,500 business cards and 1,000 business cards	
			Provide delivery notice.
Tony Mersinger	\$664	CD of Artwork	Provide cancelled check(s) and delivery notice.
Pat Moore	\$631	CD of Artwork	Provide cancelled check(s) and delivery notice.
Leann Smothers	\$99		Provide cancelled check(s).
Denise Subramaniam	\$395		Provide cancelled check(s).
TOTAL REFUND DUE	\$2,609		